IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(*Special Original Jurisdiction*)

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WEDNESDAY, THE TWENTY FIFTH DAY OF JANUARY

TWO THOUSAND AND SIX

P R E S E N T

THE HON'BLE SRI JUSTICE V.ESWARAIAH

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WP.No.1256 OF 2006

Between:

M/s.Kalpana Chemicals Ltd.,

Industrial Development Area,

Hyderabad. … Petitioner

Versus

Oil and Natural Gas Corporation Ltd.,

Dehradun, Uttaranchal & Anr. … Respondents

Counsel for the Petitioner: Mr.V.Hariharan

Counsel for the Respondents: Mr.K.Venkata Rao

O R D E R :

This writ petition is filed to declare the action of the respondents in penalizing and without an appropriate hearing or remedy in respect of order No.MAT/IMP/D-1/MC/192/ 02-03/DZ8DA/3477, dated 22-11-2002 for the completed lignite order

which is independent of other orders and order no. MAT/IMP/ D-1/MC/187/02-03/DZ8DA/3494, dated 16-4-2003 for sodium carboxyl methyl cellulose is unjust, illegal, arbitrary and offends Article 14 and 19 of the Constitution of India.

The petitioner submits that he supplied carboxyl methyl cellulose (LVG) (Salt Water Specification) for quantity under PEL/ML areas as per supply order no.MAT/IMP/D-1/MC/187/2002-2003/DZ8DA-3494 dated 16-4-2003 to the first respondent represented by the second respondent. The first supply order was complied with without any default.

As against the said first other supply order, the petitioner is entitled to get security deposit after verifying the bank guarantee. The petitioner has complied the first supply order dated 22-11-2002 but there were certain disputes with regard to the said second supply order.

It is stated that in respect of the non-supply of the description of items of the supply order dated 16-4-2003, the respondents are not only invoked bank guarantee for 36 MT of PAC – LV but also the second supply order.

It is further stated that the petitioner filed a representation dated 09-12-2003 pointing out the defects for non-supply of carboxyl methyl cellulose to the second respondent.

It is also stated that as against the disputes pending with regard to the supply order, the bank guarantee cannot be with held.

In view of the above submissions, I am not inclined to accept the said contention. Admittedly the petitioner has not taken any recourse for the settlement of

disputes under section 41 (Arbitration) and 42 (Arbitration clause applicable in case of supply orders/contracts on public sector enterprises). The petitioner has not made any representation for getting refund of the bank guarantee for the supply order.

Having waited for three years, the petitioner has filed this writ petition at the belated stage. The writ petition is not maintainable on the ground of latches also.

The writ petition fails and is accordingly dismissed at the admission stage. No costs.

JANUARY 25th, 2005. ----------

l s L. V. ESWARAIAH, J.